



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

March 20, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

37 March 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AWARD OF CONTRACTS FOR AS-NEEDED HERBICIDE APPLICATION USING SMALL AND LARGE SPRAY RIGS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award contracts for work for herbicide application using small and large spray rigs on an as-needed basis at various flood control and water conservation facilities located throughout the East, West, and South Areas of Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award three contracts for As-Needed Herbicide Application Using Small and Large Spray Rigs in an annual contract sum not to exceed \$200,000 for each contract area – East, West, and South Areas, to Quality Sprayers, Inc. These contracts will be for a term of one year commencing upon your Board's approval or execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months and a potential maximum contract sum of \$1.1 million for each of the three contracts.
3. Authorize the Director of Public Works or her designee to annually increase the contracts' amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contracts, if required; and to adjust the annual contracts' sum for each option year over

the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide pre- and postemergent herbicide applications using small and large spray rigs on an as-needed basis at various flood control and water conservation facilities including, but not limited to: channel and street rights-of-way, debris basins, spreading grounds, dams, and sediment placement sites located throughout the East, West, and South Areas of Los Angeles County. The Department of Public Works (Public Works) has contracted for these services since 1983.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract amount for these services may not exceed \$200,000 annually for each contract area – East, West, and South Areas, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of these contracts if required, and to adjust the annual contracts sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts. This amount is based on the hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2011-12 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Quality Sprayers, Inc., located in Long Beach, California, for all three contract areas - East, West, and South Areas. These contracts will commence upon your Board's approval or execution by both parties, whichever occurs last, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew

these contracts for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contracts will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing these contracts, the contractor will sign and County Counsel will review them as to form. The recommended contracts with Quality Sprayers, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 16, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County, Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On November 17, 2011, Public Works solicited proposals from 399 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On November 29, 2011, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was found nonresponsive and disqualified for not meeting the minimum requirements. The remaining two proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer with the lowest-cost proposal, Quality Sprayers, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
AS-NEEDED HERBICIDE APPLICATION USING SMALL AND LARGE SPRAY RIGS
FOR EAST, WEST, AND SOUTH AREAS

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and QUALITY SPRAYERS, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 29, 2011, hereby agrees to provide services as described in this Contract for As-Needed Herbicide Application Using Small and Large Spray Rigs.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Sample of Spraying Service Contract Form (Form No. 56-0009); Exhibit G, Flood Maintenance Boundaries Map; Exhibit H, Area Map; Exhibit I, Sample Work Order; the CONTRACTOR'S proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$200,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon Board approval or execution by both parties, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written

notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all CONTRACTORS under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

QUALITY SPRAYERS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 834
Bid Title : AS-NEEDED HERBICIDE APPLICATION USING SMALL AND LARGE SPRAY RIGS
Bid Type : Service
Department : Public Works
Commodity : HERBICIDE, INSECTICIDE AND FUNGICIDE APPLICATORS AND DISTRIBUTORS
Open Date : 11/17/2011
Closing Date : 11/29/2011 9:00 AM
Bid Amount : \$ 200,000
Bid Download : Not Available
Bid Description : NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED HERBICIDE APPLICATION USING SMALL AND LARGE SPRAY RIGS (2011-AN029) FOR THE FOLLOWING AREAS:

AREA 1 – EAST
AREA 2 – WEST
AREA 3 – SOUTH

PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for As Needed Herbicide Application Using Small and Large Spray Rigs (2011-AN029). The total annual contract amount of this service is estimated to be \$200,000 for each Area. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458 4050, stsui@dpw.lacounty.gov, or from Ms. Lorena Calderon at (626) 458 4169, lcalderon@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Each area will be awarded and evaluated independently. Proposers may submit a proposal for one or more locations. The proposal must specify the area(s) for which it was submitted. The County will award up to two contracts for each area - East, West, and South Areas, to proposers whose proposals are rated the highest based on the evaluation criteria in Part I, Section 4.E Evaluation Criteria. No Subcontractors will be allowed except for the Agricultural Pest Control Advisor work.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee must have a minimum of three years of experience providing the type of service solicited in this RFP.
2. Proposing entity must possess a valid and active Pest Control Business License issued by the State of California Department of Pesticide Regulation (SCDPR).
3. At least one of Proposer's applicators must possess a valid and active Qualified Applicator License in Right-of-Way Chemical Weed Control issued by the SCDPR.
4. At least one of Proposer's employees and/or Subcontractors must possess a valid and active Agricultural Pest Control Advisor License in Weed Control issued by the SCDPR. Subcontractors may be used to satisfy this requirement.

A Proposers' Conference will be held on Tuesday, November 29, 2011, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, December 14, 2011, at 5:30 p.m. Please direct your questions to Ms. Tsui or Ms. Calderon at the numbers listed on the previous page.

Contact Name : Samantha Tsui
Contact Phone# : (626) 458-4050
Contact Email : stsui@dpw.lacounty.gov
Last Changed On : 11/17/2011 8:26:01 AM